

Fill in this information to identify the case

Debtor 1 Jeffrey A. Mabrey

Debtor 2 Linda D. Mabrey  
(Spouse, if filing)

United States Bankruptcy Court for the: SOUTHERN District of OHIO

(State)

Case number 13-56664

**Official Form 410S1**

Notice of Mortgage Payment Change

12/15

If the debtor's plan provides for payment of postpetition contractual installments on your claim secured by a security interest in the debtor's principal residence, you must use this form to give notice of any changes in the installment payment amount. File this form as a supplement to your proof of claim at least 21 days before the new payment amount is due. See Bankruptcy Rule 3002.1.

Name of creditor MTGLQ Investors, LP, by and through its mortgage servicing agent Rushmore Loan Management Services, LLC,

Court claim no. (if known) 4

Last four digits of any number you use to identify the debtor's account: 0832

Date of payment change  
Must be at least 21 days after date of this notice 8/1/2018

New total payment:  
Principal, interest, and escrow, if any \$792.66

Part 1: Escrow Account Payment Adjustment

1. Will there be a change in the debtor's escrow account payment?

☐ No

☒ Yes. Attach a copy of the escrow account statement prepared in a form consistent with applicable nonbankruptcy law. Describe the basis for the change. If a statement is not attached, explain why: \_\_\_\_\_

Current escrow payment: \$204.72

New escrow payment: \$209.96

Part 2: Mortgage Payment Adjustment

2. Will the debtor's principal and interest payment change based on an adjustment to the interest rate in the debtor's variable-rate note?

☒ No

☐ Yes. Attach a copy of the rate change notice prepared in a form consistent with applicable nonbankruptcy law. If a notice is not attached, explain why: \_\_\_\_\_

Current interest rate: \_\_\_\_\_%

New interest rate: \_\_\_\_\_%

Current principal and interest payment: \$ \_\_\_\_\_

New principal and interest payment: \$ \_\_\_\_\_

Part 3: Other Payment Change

3. Will there be a change in the debtor's mortgage payment for a reason not listed above?

- ☒ No  
☐ Yes. Attach a copy of any documents describing the basis for the change, such as a repayment plan or loan modification agreement. *(Court approval may be required before the payment change can take effect)*

Reason for change: \_\_\_\_\_

Current mortgage payment: \$\_\_\_\_\_ New mortgage payment: \$\_\_\_\_\_

Debtor 1 Jeffrey A. Mabrey  
First Name Middle Name Last Name

Case number (if known) 13-56664

**Part 4:** Sign Here

The person completing this Notice must sign it. Sign and print your name and your title, if any, and state your address and telephone number.

Check the appropriate box.

- ☐ I am the creditor.  
☐ I am the creditor's authorized agent.

**I declare under penalty of perjury that the information provided in this Notice is true and correct to the best of my knowledge, information, and reasonable belief.**

X /s/ Adam B. Hall Date 05/29/2018  
Signature

Print: Adam B. Hall Title Attorneys for Creditor

Company Manley Deas Kochalski LLC

Address P.O. Box 165028  
Number Street

Columbus, OH 43216-5028  
City State ZIP Code

Contact phone 614-220-5611 Email amps@manleydeas.com

**CERTIFICATE OF SERVICE**

I hereby certify that a copy of the foregoing Notice of Payment Change was served **electronically** through the court's ECF System at the email address registered with the court:

Office of U.S. Trustee, Southern District of Ohio, Party of Interest, 170 North High Street,  
#200, Columbus, OH 43215

Frank M. Pees, 130 East Wilson Bridge Road, Suite 200, Worthington, OH 43085,  
trustee@ch13.org

Christopher John Spiroff, Attorney for Jeffrey A. Mabrey and Linda D. Mabrey, Spiroff Law  
Office, 1180 South High Street, Columbus, OH 43206, ecf@spirofflaw.com

and by ordinary U.S. mail on May 29, 2018 addressed to:

Jeffrey A. Mabrey and Linda D. Mabrey, 520 Helen Street, Columbus, OH 43223

/s/ Adam B. Hall  
Adam B. Hall



2:13-bk-56664 Doc 46  
Rushmore Loan Management Services  
P.O. Box 55004  
Irvine, CA 92619

MORTGAGE INS	\$186.84
HAZARD INS	\$1,439.00
COUNTY TAX	\$893.62

ANNUAL ESCROW ACCOUNT DISCLOSURE STATEMENT  
AND CHANGE OF PAYMENT NOTICE PREPARED FOR:

Loan Number: **Redacted**  
Analysis Date: 05/21/2018

JEFFREY A MABREY  
LINDA D MABREY  
520 HELEN ST  
COLUMBUS OH 43223-1849

**Redacted**



NEW MONTHLY PAYMENT IS AS FOLLOWS:

Principal and Interest	\$582.70
Required Escrow Payment	\$209.96
Shortage/Surplus Spread	\$ .00
Optional Program Payment	\$ .00
Buydown or Assistance Payments	\$ .00
Other	\$ .00

TOTAL MONTHLY PAYMENT	\$792.66
NEW PAYMENT EFFECTIVE DATE:	08/01/2018

FOR BORROWERS IN BANKRUPTCY OR BORROWERS WHOSE DEBT HAS BEEN DISCHARGED IN BANKRUPTCY, THIS IS AN INFORMATIONAL STATEMENT AND IT IS NOT AN ATTEMPT TO COLLECT A DEBT. PLEASE NOTE THAT EVEN IF YOUR DEBT HAS BEEN DISCHARGED IN BANKRUPTCY AND YOU ARE NO LONGER PERSONALLY LIABLE ON THE DEBT, THE LENDER MAY, IN ACCORDANCE WITH APPLICABLE LAW, PURSUE ITS RIGHTS TO FORECLOSE ON THE PROPERTY SECURING THE DEBT.

Rushmore Loan Management Services has completed an analysis of the escrow account. We have adjusted the mortgage payment to reflect changes in the real estate taxes and/or property insurance. The escrow items to be disbursed from the account are itemized above. If you have questions regarding this analysis, please write to our Customer Service Department at Rushmore Loan Management Services, P.O. Box 55004, Irvine, CA 92619, or call toll-free 1-888-504-6700.

In the event you utilize a third party to remit your payments, please inform them of the effective date of any change in your payment.

ANNUAL ESCROW ACCOUNT PROJECTION FOR THE COMING YEAR

This is an estimate of activity in the escrow account during the coming year based on payments anticipated to be made from the account.

MONTH	PAYMENTS TO ESCROW ACCOUNT		PAYMENTS FROM ESCROW ACCOUNT			ESCROW ACCOUNT BALANCE	
		MIP/PMI	TAXES	FLOOD	HAZ. INS.	SPECIAL	PROJECTED REQUIRED
STARTING BALANCE							\$1343.35 \$1244.61
AUG	\$209.96	\$15.57			\$1,439.00		\$98.74 \$0.00 *
SEP	\$209.96	\$15.57					\$293.13 \$194.39
OCT	\$209.96	\$15.57					\$487.52 \$388.78
NOV	\$209.96	\$15.57					\$681.91 \$583.17
DEC	\$209.96	\$15.57					\$876.30 \$777.56
JAN	\$209.96	\$15.57	\$446.81				\$623.88 \$525.14
FEB	\$209.96	\$15.57					\$818.27 \$719.53
MAR	\$209.96	\$15.57					\$1012.66 \$913.92
APR	\$209.96	\$15.57					\$1207.05 \$1108.31
MAY	\$209.96	\$15.57					\$1401.44 \$1302.70
JUN	\$209.96	\$15.57	\$446.81				\$1149.02 \$1050.28
JUL	\$209.96	\$15.57					\$1343.41 \$1244.67

\*Indicates a projected low point of \$98.74 . Under the mortgage contract, state or federal law, the lowest monthly balance should not exceed \$0.00. The difference between the projected low point and the amount required is \$98.74 . This is the surplus.

Please keep this statement for comparison with the actual activity in your account at the end of the next escrow accounting computation year.

IF THIS ESCROW ANALYSIS INDICATES THAT THERE IS A SURPLUS, IT MAY NOT MEAN THAT YOU ARE ENTITLED TO RECEIVE A RETURN OF THAT SURPLUS. THIS ANALYSIS WAS CALCULATED BASED ON AN ASSUMPTION THAT THE ACCOUNT IS CURRENT ACCORDING TO THE TERMS OF THE NOTE AND MORTGAGE/DEED OF TRUST. IF THE ACCOUNT IS BEHIND, IN DEFAULT, OR IN BANKRUPTCY, THIS ANALYSIS MAY NOT REFLECT THE CURRENT STATE OF THE ACCOUNT OR THE TERMS OF A BANKRUPTCY PLAN. IF THERE ARE ENOUGH FUNDS IN THE ESCROW ACCOUNT AND THE SURPLUS IS \$50 OR GREATER, THAT SURPLUS WILL BE MAILED TO YOU WITHIN 30 DAYS, PROVIDED THE ACCOUNT IS CURRENT UNDER THE TERMS OF THE NOTE AND MORTGAGE/DEED OF TRUST.

**Redacted**

SURPLUS AMOUNT: \$98.74

NAME: JEFFREY A MABREY

IF THERE ARE ENOUGH FUNDS IN THE ACCOUNT TO DISBURSE THE PROJECTED OVERAGE AND THE ACCOUNT IS CURRENT, THEN THE REFUND WILL BE MAILED TO YOU WITHIN 30 DAYS.

ANNUAL ESCROW ACCOUNT DISCLOSURE STATEMENT - ACCOUNT HISTORY

This is a statement of actual activity in the escrow account from 04/2017 through 07/2018. Last year's projections are next to the actual activity. The most recent mortgage payment was \$778.08 of which \$195.38 went to the escrow account and the remainder of \$582.70 went towards the mortgage loan. An asterisk (\*) indicates a difference between a projected disbursement and actual activity.

MONTH	PAYMENTS TO ESCROW ACCOUNT		PAYMENTS FROM ESCROW ACCOUNT		DESCRIPTION	ESCROW BALANCE COMPARISON	
	PROJECTED	ACTUAL	PROJECTED	ACTUAL		PROJECTED	ACTUAL
STARTING BAL.						\$0.00	
APR		\$232.16*				\$0.00	\$232.16
MAY		\$195.38*		\$15.57*	PMI INSURANC	\$0.00	\$411.97
MAY				\$15.57*	PMI INSURANC	\$0.00	\$396.40
MAY				\$425.62*	COUNTY/PARIS	\$0.00	\$29.22-
JUN		\$586.14*		\$15.57*	PMI INSURANC	\$0.00	\$541.35
JUL		\$195.38*		\$15.57*	PMI INSURANC	\$0.00	\$721.16
JUL				\$1439.00*	HAZARD INS.	\$0.00	\$717.84-
AUG		\$195.38*		\$15.57*	PMI INSURANC	\$0.00	\$538.03-
SEP		\$390.76*		\$15.57*	PMI INSURANC	\$0.00	\$162.84-
OCT		\$195.38*		\$15.57*	PMI INSURANC	\$0.00	\$16.97
NOV		\$195.38*		\$15.57*	PMI INSURANC	\$0.00	\$196.78
DEC		\$390.76*		\$15.57*	PMI INSURANC	\$0.00	\$571.97
JAN		\$195.38*		\$15.57*	PMI INSURANC	\$0.00	\$751.78
JAN				\$446.81*	COUNTY/PARIS	\$0.00	\$304.97
FEB		\$195.38*		\$15.57*	PMI INSURANC	\$0.00	\$484.78
MAR		\$390.76*		\$15.57*	PMI INSURANC	\$0.00	\$859.97
APR		\$195.38*		\$15.57*	PMI INSURANC	\$0.00	\$1039.78
MAY		\$390.76*		\$15.57*	PMI INSURANC	\$0.00	\$1414.97
JUN		\$195.38*		\$446.81*	COUNTY/PARIS	\$0.00	\$1163.54
JUL		\$195.38*		\$15.57*	PMI INSURANC	\$0.00	\$1343.35

OVER THIS PERIOD, AN ADDITIONAL \$0.00 WAS DEPOSITED INTO THE ESCROW ACCOUNT FOR INTEREST ON ESCROW.

The actual lowest monthly balance was less than \$.00. The items with an asterisk on the account history may explain this, if you would like a further explanation, please call our toll-free number: 1-888-504-6700.

**STATE SPECIFIC NOTICES**

**The following notice applies to California residents only:**

The state Rosenthal Fair Debt Collection Practices Act and the federal Fair Debt Collection Practices Act require that, except under unusual circumstances, collectors may not contact you before 8:00 a.m. or after 9:00 p.m. They may not harass you by using threats of violence or arrest or by using obscene language. Collectors may not use false or misleading statements or call you at work if they know or have reason to know that you may not receive personal calls at work. For the most part, collectors may not tell another person, other than your attorney or spouse, about your debt. Collectors may contact another person to confirm your location or enforce a judgment. For more information about debt collection activities, you may contact the Federal Trade Commission at 1-877-FTC-HELP (382-4357) or [www.ftc.gov](http://www.ftc.gov).

**The following notice applies to Colorado residents only:**

Please note: A consumer has the right to request in writing that a debt collector or collection agency cease further communication with the consumer. A written request to cease communication will not prohibit the debt collector or collection agency from taking any other action authorized by law to collect the debt.

FOR INFORMATION ABOUT THE COLORADO FAIR DEBT COLLECTION PRACTICES ACT, SEE [www.coag.gov/car](http://www.coag.gov/car). Please be advised that you can reach the Colorado Foreclosure Hotline at 1-877-601-HOPE (601-4673).

Local Rushmore Loan Management Services LLC Agent for Colorado Residents:

Irvin Borenstein  
13111 E. Briarwood Ave. Ste #340  
Centennial, CO 80112

**The following notice applies to Massachusetts residents only:**

Notice of IMPORTANT RIGHTS: You have the right to make a written or oral request that telephone calls regarding your debt not be made to you at your place of employment. Any such oral request will be valid for only ten (10) days unless you provide written confirmation of the request postmarked or delivered within seven (7) days of such request. You may terminate this request by writing to the creditor.

**ADDITIONAL NOTICES**

Rushmore Loan Management Services LLC is a Debt Collector, who is attempting to collect a debt. Any information obtained will be used for that purpose. However, if you are in Bankruptcy or received a Bankruptcy Discharge of this debt, this letter is being sent for informational purposes only, is not an attempt to collect a debt and does not constitute a notice of personal liability with respect to the debt.

If you are a confirmed Successor-in-Interest who has not assumed the mortgage loan obligation under State Law, this letter is being sent for information purposes only and does not constitute personal liability with respect to the debt.

**Redacted**







P.O. Box 55004  
Suite 100  
Irvine, CA 92619

[www.rushmorelm.com](http://www.rushmorelm.com)

ANTICIPATED ESCROW ACCOUNT DISBURSEMENTS

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\*If there is an amount listed in the "Actual" column under Payments To Escrow Account on Page 2 above, then this is the assumption that was made and indicates the amount that would have been paid into escrow for a contractually current loan. This number does not represent payments that were actually made by you. As discussed above, these escrow calculations are calculated based on an assumption that the account would be current according to the terms of the note and mortgage/deed of trust.

